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6 *Attorneys for Plaintiff,*
7 *Walter Lowe*

8
9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE DISTRICT OF ARIZONA

11 Walter Lowe,

12
13 Plaintiff,

14 vs.

15 Experian Information Solutions, Inc., an
16 Ohio corporation;
17 Equifax Information Services, LLC,
a Georgia corporation; and
18 Carrington Mortgage Services, LLC, a
19 foreign L.L.C.

20 Defendants.
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Case No.:

COMPLAINT

JURY TRIAL DEMAND

1 NOW COMES THE PLAINTIFF, WALTER LOWE, BY AND THROUGH
2 COUNSEL, TRINETTE G. KENT, and for his Complaint against the Defendants,
3
4 pleads as follows:

5 **JURISDICTION**

- 6
7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.
8
9 2. This is an action brought by a consumer for violation of the Fair Credit
10 Reporting Act (15 U.S.C. §1681, et seq. [hereinafter “FCRA”]).

11 **VENUE**

- 12
13 3. The transactions and occurrences which give rise to this action occurred in the
14 City of Chandler, Maricopa County, Arizona.
15
16 4. Venue is proper in the District of Arizona, Phoenix Division.

17 **PARTIES**

- 18
19 5. The Defendants to this lawsuit are:
20 a. Experian Information Solutions, Inc., (“Experian”), which is an Ohio
21 company that maintains a registered agent in Maricopa County, Arizona;
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23 b. Equifax Information Services, LLC (“Equifax”), which is a Georgia
24 company that maintains a registered agent in Maricopa County, Arizona;
25 and
26
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1 c. Carrington Mortgage Services, LLC (“Carrington”), which, upon
2 information and belief, is a foreign company that maintains a registered
3 agent in Maricopa County, Arizona.
4

5 **GENERAL ALLEGATIONS**
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- 7 6. Carrington Mortgage Service has placed a trade line with account number
8 700000.... (“Errant Trade Line”) on Plaintiff’s credit files with Experian and
9 Equifax with a balance of \$140,361.00 and a past due balance of \$15,542.00.
10 This trade line is bogus as it relates to a deficiency balance on the foreclosure
11 sale of his home. Plaintiff’s home was foreclosed on April 25, 2011.
12
13 7. Sometime in June of 2014, Plaintiff obtained his Experian and Equifax credit
14 reports and noticed that the Errant Trade Line was reported with a balance due.
15
16 8. On July 22, 2014, Mr. Lowe submitted a letter to both Experian and Equifax,
17 disputing the balance on the Errant Trade Line and explaining that no balance is
18 owed due to Arizona’s Anti-Deficiency statute.
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20 9. Upon information and belief, Defendants Experian and Equifax each
21 transmitted Mr. Lowe’s consumer dispute to Carrington.
22
23 10. On August 26, 2014, Mr. Lowe submitted a dispute letter directly to Defendant
24 Carrington, disputing the balance on the Errant Trade Line.
25
26 11. On September 15, 2014, Defendant Carrington Mortgage Services sent Mr.
27 Lowe a letter which stated, “Please be advised that we have remitted an
28

1 electronic credit correction to the four major credit agencies in order to remove
2 the prior current balance owed of \$140,361.00 and the past due amount of
3 \$15,542.00 due to the Foreclosure Sale held on April 25, 2011.”

4
5 12. On December 3, 2014, Mr. Lowe obtained a new Equifax and Experian credit
6 report and noticed that the Errant Trade Line continued to be reported with a
7 balance and past due amount.
8

9 13. On or about September 26, 2014, Mr. Lowe sent yet another letter to
10 Defendants Experian and Equifax, disputing the balance on the Errant Trade
11 Line.
12

13 14. On or about October 15, 2014, Mr. Lowe received results of Experian's
14 investigation, which showed that it retained the balance of \$140,361.00 and past
15 due amount of \$15,542.00 on the Errant Trade Line.
16

17 15. On or about January 31, 2015, Mr. Lowe received results of Equifax's
18 investigation, which also showed that it retained the balance of \$140,361.00 and
19 the past due amount of \$15,542.00 on the Errant Trade Line.
20

21 16. On or about March 4, 2015, Mr. Lowe sent yet another letter to Defendants
22 Experian and Equifax in a final attempt to have the balance and past due
23 amount removed from the Errant Trade Line.
24

25 17. Upon information and belief, Defendants Experian and Equifax transmitted Mr.
26 Lowe's final consumer dispute to Defendant Carrington.
27
28

1 18. On or about March 18, 2015, Mr. Lowe received results of the investigation
2 from both Experian and Equifax, which showed that the balance of \$140,361.00
3 and the past due amount of \$15,542.00 on the Errant Trade Line remained.
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6 **COUNT I**

7 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
8 **BY CARRINGTON**

9 19. Plaintiff realleges the above paragraphs as if recited verbatim.

10 20. After being informed by Experian and Equifax of Mr. Lowe's consumer
11 disputes to the Errant Trade Line, Carrington negligently failed to conduct a
12 proper reinvestigation of Mr. Lowe's disputes as required by 15 USC 1681s-
13 2(b).
14

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16 21. Carrington negligently failed to review all relevant information available to it
17 and provided by Experian and Equifax in conducting its reinvestigation as
18 required by 15 USC 1681s-2(b). Specifically, it failed to direct Experian and
19 Equifax to remove the balance and past due amount on the Errant Trade Line.
20

21 22. The Errant Trade Line is inaccurate and creating a misleading impression on
22 Mr. Lowe's consumer credit files with Experian and Equifax to which it is
23 reporting such trade line.
24

25 23. As a direct and proximate cause of Carrington's negligent failure to perform its
26 duties under the FCRA, Mr. Lowe has suffered damages, mental anguish,
27 suffering, humiliation, and embarrassment.
28

1 24.Carrington is liable to Mr. Carrington by reason of its violations of the FCRA in
2 an amount to be determined by the trier fact together with reasonable attorneys'
3 fees pursuant to 15 USC 1681o.
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5 25.Mr. Lowe has a private right of action to assert claims against Carrington
6 arising under 15 USC 1681s-2(b).
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9 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
10 against Carrington for damages, costs, interest, and attorneys' fees.
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12 **COUNT II**

13 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
14 **BY CARRINGTON**

15 26.Plaintiff realleges the above paragraphs as if recited verbatim.
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17 27.After being informed by Experian and Equifax that Mr. Lowe disputed the
18 accuracy of the information it was providing, Carrington willfully failed to
19 conduct a proper reinvestigation of Mr. Lowe's dispute.
20

21 28.Carrington willfully failed to review all relevant information available to it and
22 provided by Experian and Equifax as required by 15 USC 1681s-2(b).
23

24 29.As a direct and proximate cause of Carrington's willful failure to perform its
25 respective duties under the FCRA, Mr. Lowe has suffered damages, mental
26 anguish, suffering, humiliation, and embarrassment.
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1 30. Carrington is liable to Mr. Lowe for either statutory damages or actual damages
2 that he has sustained by reason of its violations of the FCRA in an amount to be
3 determined by the trier of fact, together with an award of punitive damages in the
4 amount to be determined by the trier of fact, as well as for reasonable attorneys'
5 fees that he may recover pursuant to 15 USC 1681n.
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9 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
10 against Carrington for the greater of statutory or actual damages, plus punitive
11 damages, along with costs, interest, and attorneys' fees.
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13 **COUNT III**
14

15 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**
16 **BY EXPERIAN**

17 31. Plaintiff realleges the above paragraphs as if recited verbatim.

18 32. Defendant Experian prepared, compiled, issued, assembled, transferred,
19 published, and otherwise reproduced consumer reports regarding Mr. Lowe as
20 that term is defined in 15 USC 1681a.
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22 33. Such reports contained information about Mr. Lowe that was false, misleading,
23 and inaccurate.
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25 34. Experian negligently failed to maintain and/or follow reasonable procedures to
26 assure maximum possible accuracy of the information it reported to one or
27 more third parties pertaining to Mr. Lowe, in violation of 15 USC 1681e(b).
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1 35. After receiving Mr. Lowe's consumer disputes to the Errant Trade Line,
2 Experian negligently failed to conduct a reasonable reinvestigation as required
3 by 15 U.S.C. 1681i.
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5 36. As a direct and proximate cause of Experian's negligent failure to perform its
6 duties under the FCRA, Mr. Lowe has suffered actual damages, mental anguish
7 and suffering, humiliation, and embarrassment.
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9 37. Experian is liable to Mr. Lowe by reason of its violation of the FCRA in an
10 amount to be determined by the trier of fact together with his reasonable attorneys'
11 fees pursuant to 15 USC 1681o.
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15 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
16 against Experian for actual damages, costs, interest, and attorneys' fees.
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18 **COUNT IV**

19 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**
20 **BY EXPERIAN**

21 38. Plaintiff realleges the above paragraphs as if recited verbatim.

22 39. Defendant Experian prepared, compiled, issued, assembled, transferred,
23 published, and otherwise reproduced consumer reports regarding Mr. Lowe as
24 that term is defined in 15 USC 1681a.
25

26 40. Such reports contained information about Mr. Lowe that was false, misleading,
27 and inaccurate.
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1 41.Experian willfully failed to maintain and/or follow reasonable procedures to
2 assure maximum possible accuracy of the information that it reported to one or
3 more third parties pertaining to Mr. Lowe, in violation of 15 USC 1681e(b).
4

5 42. After receiving Mr. Lowe's consumer disputes to the Errant Trade Line,
6 Experian willfully failed to conduct a reasonable reinvestigation as required by
7 15 U.S.C. 1681i.
8

9 43.As a direct and proximate cause of Experian's willful failure to perform its
10 duties under the FCRA, Mr. Lowe has suffered actual damages, mental anguish
11 and suffering, humiliation, and embarrassment.
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13 44.Experian is liable to Mr. Lowe by reason of its violations of the FCRA in an
14 amount to be determined by the trier of fact together with his reasonable
15 attorneys' fees pursuant to 15 USC 1681n.
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19 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
20 against Experian for the greater of statutory or actual damages, plus punitive damages,
21 along with costs, interest, and attorneys' fees.
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COUNT V

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY EQUIFAX**

45.Plaintiff realleges the above paragraphs as if recited verbatim.

46.Defendant Equifax prepared, compiled, issued, assembled, transferred,
published, and otherwise reproduced consumer reports regarding Mr. Lowe as
that term is defined in 15 USC 1681a.

47.Such reports contained information about Mr. Lowe that was false, misleading,
and inaccurate.

48.Equifax negligently failed to maintain and/or follow reasonable procedures to
assure maximum possible accuracy of the information it reported to one or
more third parties pertaining to Mr. Lowe, in violation of 15 USC 1681e(b).

49. After receiving Mr. Lowe's consumer disputes to the Errant Trade Line,
Equifax negligently failed to conduct a reasonable reinvestigation as required
by 15 U.S.C. 1681i.

50.As a direct and proximate cause of Equifax's negligent failure to perform its
duties under the FCRA, Mr. Lowe has suffered actual damages, mental anguish
and suffering, humiliation, and embarrassment.

51.Equifax is liable to Mr. Lowe by reason of its violation of the FCRA in an
amount to be determined by the trier fact together with his reasonable attorneys'
fees pursuant to 15 USC 1681o.

WHEREFORE, PLAINTIFF PRAYS that this court grant him a judgment against Equifax for actual damages, costs, interest, and attorney's fees.

COUNT VI

**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT
BY EQUIFAX**

52.Plaintiff realleges the above paragraphs as if recited verbatim.

53.Defendant Equifax prepared, compiled, issued, assembled, transferred, published, and otherwise reproduced consumer reports regarding Mr. Lowe as that term is defined in 15 USC 1681a.

54.Such reports contained information about Mr. Lowe that was false, misleading, and inaccurate.

55.Equifax willfully failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information that it reported to one or more third parties pertaining to Mr. Lowe, in violation of 15 USC 1681e(b).

56. After receiving Mr. Lowe's consumer disputes to the Errant Trade Line, Equifax willfully failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

57.As a direct and proximate cause of Equifax's willful failure to perform its duties under the FCRA, Mr. Lowe has suffered actual damages, mental anguish and suffering, humiliation, and embarrassment.

1 58. Equifax is liable to Mr. Lowe by reason of its violations of the FCRA in an
2 amount to be determined by the trier of fact together with his reasonable
3 attorneys' fees pursuant to 15 USC 1681n.
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6 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment
7 against Equifax for the greater of statutory or actual damages, plus punitive damages,
8 along with costs, interest, and attorneys' fees.
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16 **JURY DEMAND**

17 Plaintiff hereby demands a trial by Jury.
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20 DATED: May 4, 2015

KENT LAW OFFICES

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23 By: /s/ Trinette G. Kent
24 Trinette G. Kent
25 Attorneys for Plaintiff,
26 Walter Lowe
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